

1 Artis-Ray: Cash, Jr.
2 453 South Spring Street
3 Suite 400 PMB 1211
4 Los Angeles, CA 90013
(831) 346-2562
artiscashjr@yahoo.com

5 Plaintiff in Pro Per

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6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**

8 ARTIS-RAY: CASH JR.,

9 CASE NO.: 8:25-cv-00165-JWH-ADS

10 Plaintiff,

11 vs.

12 EXPERIAN INFORMATION
13 SOLUTIONS, INC.,
14 MONTEREY FINANCIAL SERVICES,
15 LLC,

16 Defendants.

17 **PLAINTIFF'S OPPOSITION TO
18 DEFENDANT MONTEREY
19 FINANCIAL SERVICES, LLC'S
20 MOTION TO DISMISS**

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4 **TABLE OF AUTHORITIES**

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6 • *Ashcroft v. Iqbal*, 556 U.S. 662 (2009)

7 • *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007)

8 • *Erickson v. Pardus*, 551 U.S. 89 (2007)

9 • 15 U.S.C. § 1681s-2(b) (Fair Credit Reporting Act)

10 • 28 U.S.C. § 1915(e)(2)(A)

11

12 **I. INTRODUCTION**

13 Plaintiff Artis-Ray Cash Jr. opposes Defendant Monterey Financial Services, LLC's Motion to
14 Dismiss filed on April 7, 2025, which seeks dismissal of the Complaint on the grounds that
15 Plaintiff allegedly misrepresented his financial status in his in forma pauperis (IFP) application.
16 Defendant argues that such misrepresentations warrant dismissal under 28 U.S.C. § 1915(e)(2)
17 (A). However, Plaintiff's Complaint is primarily based on Defendants' subsequent inaccurate
18 credit reporting practices, including their failure to conduct a reasonable reinvestigation under
19 the Fair Credit Reporting Act (FCRA) after a dispute was raised. Any issues raised regarding the
20 IFP application are separate from, and do not negate, the merit of Plaintiff's claims regarding the
21 public record of inaccurate reporting. Accordingly, Defendant's motion should be denied in its
22 entirety, or in the alternative, Plaintiff should be granted leave to amend.
23
24

1 **II. STANDARD OF REVIEW**

2 A Motion to Dismiss under Rule 12(b)(6) requires that a complaint contain “a short and plain
3 statement of the claim showing that the pleader is entitled to relief.” *Bell Atlantic Corp. v.*
4 *Twombly*, 550 U.S. 544 (2007). All well-pleaded factual allegations are to be accepted as true,
5 and any reasonable inferences drawn in Plaintiff’s favor. See *Ashcroft v. Iqbal*, 556 U.S. 662
6 (2009). As a pro se litigant, Plaintiff’s filings should be afforded the leniency described in
7 *Erickson v. Pardus*, 551 U.S. 89 (2007).

8 **III. ARGUMENT**

9 **A. Plaintiff Has Stated a Viable Claim Under the FCRA**

10 1. **Factual Allegations:**

11 Plaintiff alleges that Defendants provided inaccurate information to Experian regarding
12 the Monterey Financial Services account. At the time of the prior settlement, the account
13 was reported as “30 days late.” However, following Plaintiff’s dispute, Experian
14 subsequently reported the account as “charged off.” This change in reporting, despite
15 Plaintiff’s timely dispute, constitutes a failure to conduct a reasonable reinvestigation as
16 required by 15 U.S.C. § 1681s-2(b). Plaintiff has adequately identified the subject
17 account (partial account number ending in #50376) and detailed the nature of the
18 inaccuracy.

19 2. **Legal Sufficiency:**

20 Under the FCRA, a furnisher is required to ensure that the information provided to
21 consumer reporting agencies is accurate and complete. Courts have recognized claims
22 arising from a failure to conduct a proper reinvestigation following a dispute. The facts

1 alleged in Plaintiff's Complaint satisfy the plausibility standard established in *Twombly*
2 and *Iqbal*, thereby making dismissal inappropriate.

3 **B. The Motion to Dismiss on IFP Grounds Is Misplaced**

4 **1. IFP Application Context:**

5 Defendant Monterey contends that Plaintiff misrepresented his financial status in his IFP
6 application by failing to disclose certain settlement proceeds. However, Plaintiff's claims
7 arise solely from Defendants' actions regarding inaccurate credit reporting—specifically,
8 the change in the status of the disputed account—rather than from any financial
9 disclosures associated with the IFP application.

10 **2. Confidential Nature of Prior Settlements:**

11 Any reference to prior settlements must be understood within the context of confidential
12 negotiations. The terms of those settlements were private and, where applicable, subject
13 to nondisclosure provisions. Accordingly, any undisclosed amounts were not
14 intentionally concealed for the purpose of misrepresenting Plaintiff's financial status. The
15 confidentiality of such settlements is not material to the accuracy of the public record on
16 which Plaintiff's FCRA claim is based.

17 **3. Bad Faith Allegations Do Not Affect the Merits of the Claim:**

18 Even if the Court were to find an issue with the IFP application, that inquiry is separate
19 from whether Plaintiff's Complaint states a viable claim under the FCRA. The
20 inaccuracies in the credit reporting that form the basis of Plaintiff's claim remain
21 actionable regardless of any alleged discrepancies in the IFP financial disclosures.

1 Dismissing the Complaint with prejudice solely on this ground would improperly
2 preclude a valid claim.

3 **C. Leave to Amend**

4
5 Should the Court determine that additional factual detail is necessary to support Plaintiff's
6 allegations, Plaintiff respectfully requests leave to amend his Complaint rather than dismiss it
7 outright. Dismissal at this stage would be premature and would curtail Plaintiff's opportunity to
8 fully develop his claims.

9
10 **IV. CONCLUSION**

11
12 For the foregoing reasons, Plaintiff Artis-Ray Cash Jr. respectfully requests that Defendant
13 Monterey Financial Services, LLC's Motion to Dismiss be DENIED in its entirety. In the
14 alternative, if the Court finds deficiencies in the pleadings pertaining to the IFP application,
15 Plaintiff requests leave to amend the Complaint to cure such deficiencies.

16
17 **Respectfully submitted,**

18 DATED: April 8, 2025

19
20 /s / Artis Ray Cash Jr

21 Artis-Ray: Cash Jr.

22 Plaintiff, Pro Se

CERTIFICATE OF SERVICE

I hereby certify that on April 8, 2025, I served a copy of the foregoing Plaintiff's Opposition to Defendant Monterey Financial Services, LLC's Motion to Dismiss via email, as follows:

By Email:

- Berj K. Parseghian

LIPPE MATHIAS LLP

Email: bparseghian@lippes.com

and to any other counsel of record as required.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: April 8, 2025

/ s / Artis Ray Cash Jr

Artis-Ray: Cash Jr.